

(323) 881-2401

June 5, 2002

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**FIRE SAFETY SERVICE AGREEMENT BETWEEN THE CITY OF WEST
HOLLYWOOD AND THE CONSOLIDATED FIRE PROTECTION DISTRICT OF
LOS ANGELES COUNTY
(3RD DISTRICT) (3 VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD, ACTING AS THE GOVERNING
BODY OF THE CONSOLIDATED FIRE PROTECTION DISTRICT:**

1. Approve and instruct the Chairman to sign the Fire Safety Service Agreement between the City of West Hollywood (City) and the Consolidated Fire Protection District (District) for special events held in the City (Fire Safety Service Agreement).
2. Authorize the District Fire Chief to enter into Memoranda of Understanding with the City each year setting forth District staffing levels and the amount of reimbursement to the District by the City for annual events held in the City.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Each year the City of West Hollywood hosts festivities which are attended by large congregations of people, such as the annual Lesbian, Gay, Bisexual, and Transgender Pride Parade and Festival and the annual Halloween Festival . For many years the District has absorbed the cost for the additional staffing deemed necessary to provide fire safety services for these events of the City. The District shall begin seeking cost recovery from the City for the cost of District staffing which is over and above the staffing level ordinarily provided by the District for these City events.

FISCAL IMPACT/FINANCING

The attached Fire Safety Service Agreement authorizes the District to provide augmented staffing at annual events held in the City with full reimbursement of costs incurred in providing this additional service.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Fire Safety Service Agreement authorizes the District Fire Chief to develop staffing levels and the amount of compensation for such services necessary for the provision of appropriate service by the District for each of the City's events and to specify such details in a Memorandum of Understanding for each event to be signed by the District Fire Chief and a duly authorized representative of the City.

The City of West Hollywood agrees with the reimbursement to the District and has executed the attached Fire Safety Service Agreement.

The Fire Safety Service Agreement shall remain operative and effective until terminated by either party.

California Health and Safety Code Sections 13861 and 13862 authorize the District to enter into and perform all contracts to provide District services.

County Counsel has approved the Fire Safety Service Agreement as to form.

CONTRACTING PROCESS

Not applicable.

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IMPACT ON CURRENT SERVICES (OR PROJECTS)

None.

CONCLUSION

Upon approval of the Fire Safety Service Agreement, please instruct the Executive Officer of the Board to return two (2) copies of this letter and two (2) fully executed originals of the Fire Safety Agreement to the Consolidated Fire Protection District. We will forward one fully executed original to the City of West Hollywood.

Respectfully submitted,

P. MICHAEL FREEMAN

PMF:LB:fd

Attachments (3)

c: Chief Administrative Officer
County Counsel
Auditor-Controller
Executive Officer, Board of Supervisors

1 **FIRE SAFETY SERVICE AGREEMENT BETWEEN THE**
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3 **CITY OF WEST HOLLYWOOD AND THE CONSOLIDATED FIRE PROTECTION**
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5 **DISTRICT OF LOS ANGELES COUNTY FOR SPECIAL EVENTS HELD IN THE CITY**
6
7 **OF WEST HOLLYWOOD**
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10 THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and
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12 between the Consolidated Fire Protection District of Los Angeles County (hereinafter referred to as
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14 “DISTRICT”) and the City of West Hollywood (hereinafter referred to as “CITY”). DISTRICT and
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16 CITY are hereinafter collectively referred to as “PARTIES”.
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19 **W I T N E S S E T H**
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22 **WHEREAS**, CITY holds events each year which are attended by large congregations of
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24 people (hereinafter collectively referred to as “City’s Events”), such as the annual Halloween
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26 Festival, and the Lesbian, Gay, Bisexual, and Transgender Pride Celebration Parade and Festival; and
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WHEREAS, California Health and Safety Code Sections 13861 and 13862 authorize the
DISTRICT to enter into and perform all contracts to provide DISTRICT services; and

WHEREAS, CITY has elected to arrange with DISTRICT for the provision of augmented
staffing, which is over and above the staffing level ordinarily provided by the DISTRICT, deemed
necessary by the Fire Chief of the DISTRICT from the ranks of DISTRICT personnel to provide fire
safety services for the City’s Events.

 NOW THEREFORE, it is agreed, by and between DISTRICT and CITY, as follows:

I. AGREEMENT TERM

 This Agreement shall remain operative and effective until participation is terminated by either
party. Either party may terminate this Agreement at any time by giving ninety (90) days written
notice of termination.

II. CITY’S EVENTS

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2 Details as to the staffing levels and the amount of compensation for such services, in addition
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4 to any incidental considerations agreed upon by the DISTRICT and the CITY necessary for
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6 the provision of appropriate service by the DISTRICT for the City's Events shall be
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8 developed by the Fire Chief. Such details shall be specified annually in a Memorandum of
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10 Understanding and signed by the Fire Chief of the DISTRICT and a duly authorized
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12 representative of the CITY for each of the City's Events.
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14 CITY shall pay to DISTRICT the aggregate sum as described in a Memorandum of
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16 Understanding executed by the Fire Chief of the DISTRICT and the duly authorized
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18 representative from the CITY for each of the City's Events no later than 30 days after
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20 billing by DISTRICT (due date) for said services at the conclusion of the City's Events.
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23 Invoices shall be mailed to CITY at the following address:

24 City of West Hollywood

25 8300 Santa Monica Blvd.

26 West Hollywood, CA 90069
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Payment shall be sent to the DISTRICT at the following address:

Los Angeles County Fire Department

P.O. Box 54740

Los Angeles, CA 90054-0740

1 Interest shall be paid on any payment not received by DISTRICT by the due date
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4 (late payment). The interest rate on any late payment shall be ten percent (10%).
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6 DISTRICT, by and through its Fire Chief or his designee, shall provide CITY, at
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8 the conclusion of each of the City's Events, with written verification of the levels of
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10 staffing, by employee classification, and any and all incident reports which arise from
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12 and during the City's Events and inclusive to the conclusion of such matters.
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14 **III. REMEDY OF FIRE SAFETY CONCERNS**

15 DISTRICT, by and through its Fire Chief or his designee, shall promptly notify
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17 CITY in writing of any reasonable fire safety concerns which may be identified,
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19 including additional standby staffing requirements.
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21 **IV. PROVISION OF FACILITIES, EQUIPMENT, ETC.**

22 DISTRICT shall provide all necessary fire engines, vehicles, and related
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24 equipment as DISTRICT deems necessary and appropriate during the City's Events each
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26 year.
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V. GENERAL PROVISIONS

1. Prior Agreements – This Agreement contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Agreement and no prior agreements or understandings pertaining to any such matter shall be effective for any purpose. No provision of this Agreement may be amended except by an agreement in writing signed by the parties hereto. This Agreement shall not be effective or binding on any party until fully executed by both parties hereto.
2. Force Majeure – In the event that either party is delayed or hindered in the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials not related to the price thereof, failure of power, restrictive governmental laws and regulations, riots, insurrection, war or other reasons of a like nature beyond the control of such party, then performance of such acts shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, provided that written notice is given to the other party by the party claiming delay within ten (10) days of the commencement of the delay period.

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3. Sever ability – Any provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect.
4. Interpretation – No provision of this Agreement is to be interpreted for or against either party because that party drafted such provision, but this Agreement is to be construed as if it were drafted by both parties hereto.
5. Waiver – Failure or inability of any party to enforce any right hereunder shall not waive any right to enforce said right in the future.
6. Assignment – No assignment of this Agreement, or any part or obligation of performance hereunder, shall be made, either in whole or in part, by CITY or DISTRICT without the prior written consent of either party.
7. Independent Contractor - The parties hereto agree that each party is an independent contractor under this Agreement and shall not be construed for any purpose to be employees of such other party hereto.
8. Governing Law – This Agreement shall be governed by and construed in accordance with the laws of the State of California.

VI. INDEMNITY

1. CITY shall defend, indemnify, and save harmless DISTRICT, its officials, officers, and employees from all liability from loss, damage, or injury to persons or property, including all legal costs and attorneys' fees, in any manner arising out of the performance of services and obligations under this Agreement by CITY, its officers, agents, and employees to the extent permitted by law.
2. DISTRICT shall defend, indemnify, and save harmless CITY, its officials, officers, and employees from all liability from loss, damage, or injury to persons or property, including any and all legal costs and attorneys' fees, in any manner arising out of the performance of services and obligations under this Agreement by DISTRICT, its officials, officers, and employees to the extent permitted by law.

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1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of
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3 the day and year first set forth above.
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6 CONSOLIDATED FIRE PROTECTION
7 DISTRICT OF LOS ANGELES COUNTY
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CITY OF WEST HOLLYWOOD

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10 By _____
11 Chairman, Board of Supervisors
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By _____
City Manager
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18 ATTEST:

ATTEST:

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21 VIOLET VARONA-LUKENS
22 Executive Officer-Clerk of
23 the Board of Supervisors
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By _____
Deputy

By _____
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By _____
Deputy

By _____
City Attorney